

NEW



NEW

RENTAL REGISTRATION & INSPECTION PROGRAM

CITY OF ENNIS, TEXAS

A Guide for Tenants and Landlords

NOTE: Advance registration is encouraged (*No permit fee required until July 2019*).



Department of Health Services

105 S. Preston Street
Ennis, TX 75119
972-875-6444 phone
972-875-8540 fax



Dear Ennis Tenant and Landlords:

The goal of the Ennis Renter's Registration and Inspection Ordinance is to preserve and improve rental properties in the City. It was adopted on July 17, 2018, in response to the need for an organized inspection program to address minimum standards of new and aging residential rental units. The program is also designed to



upgrade rental units to meet required health, safety, fire and zoning codes and to provide a more efficient system for compelling both absentee and local landlords to correct violations and maintain rental units within the City. Most property owners and landlords are responsible in maintaining their rental properties in great

condition. However, not all rental units provide a safe and healthy living environment for their renters. The City recognized that the most efficient system to provide for rental inspections is the creation of a program requiring the registration of all residential rental units within the city so that orderly inspection schedules can be made by city staff. Landlords and tenants are encouraged to understand and abide by ordinance regulations and laws in the City of Ennis. Tenants should also know their rights and responsibilities for maintaining the property and home in which they live and in keeping their neighborhood a safe and attractive place to live.

The following packet contains all the information needed to fulfill the City's Rental Registration and Inspection Requirements. Welcome to Ennis and thank you in advance for doing your part to help keep the Ennis community sustainable and beautiful!

Contact Information

For questions or concerns regarding renter's registration and/or inspections, contact the Department of Health Services:

Phone: 972-875-6444

Fax: 972-875-8540

Website: www.ennistx.gov

Email: healthdept@ennistx.gov

In Person: City Hall
105 S. Preston St.
Ennis, TX 75119 M-F 8a.m. to 5p.m.

Other Contact Information

Emergency Fire & Police 911
Non-Emergency Fire 972-875-1234, Ext. 2240
Non-Emergency Police 972-875-4462

Sanitation 972-875-1234
(Recycling & Garbage Collection)

Utility Billing 972-875-1234

Code Enforcement 972-875-6444

Animal Control 972-875-6444

Rental Registration & Inspection (RRI) Program

The RRI Program has two-parts: 1) Annual Registration of every rental unit, and 2) Random Routine/ Complaint Inspections.

REGISTRATION

- 1) Initial Registration Date is from July 17, 2018 to July 17, 2019
- 2) From November 31 through January 15 of each year, the Department of Health Services will mail invoices to each rental property owner listed in the database. It is the responsibility of property owners to register all of their rental units, whether or not prior notice was received.
- 3) The deadline for registration shall be January 15th of each year.

FEE SCHEDULE

Single; Family Dwelling Units; \$20.00/Per Unit Annually
Duplexes; Per Building; \$20.00/Unit Annually
Multi-Family Dwelling; (3+ Units) – Per Unit; \$15.00/ Per Unit Annually

.....
Initial Late Registration 1st month; \$150.00
Late Registration each month thereafter the initial late fee charge; \$50.00 per month
Initial Inspection NO CHARGE
1st Re-inspection NO CHARGE
2nd Re-Inspection; \$75.00
Subsequent Re-Inspection(s); \$150.00

INSPECTION

- 1) All Residential Dwelling Units must comply with minimum building and property maintenance standards in accordance with all applicable City Codes and State laws.
- 2) The City Inspector is authorized to conduct such inspections as the Inspector deems necessary to ensure compliance with all provisions of this Ordinance. The Inspector will have the right of entry at any reasonable hour upon the premises. The Inspector will have the authority to inspect all unoccupied dwelling units upon giving reasonable notice to the owner, landlord, or property manager. The Inspector will have the authority to inspect any occupied Rental Dwelling Unit when, upon reliable information, the Inspector has reason to believe that violations of this Ordinance, City Code or of State law exist that involve serious threats to life, safety, health or property. If the property to be inspected is occupied by an occupant or tenant, consent must be achieved of at least one occupant or tenant of legal age with authority to provide consent.
- 3) Inspections of a Rental Dwelling Unit may be performed annually, on a complaint-driven basis, on a random/lottery basis and/ or at intervals deemed necessary by the Inspector for the enforcement of this Ordinance. Except in the case of a life safety violation or a critical violation. The Inspector must provide a three (3) day notice via email, fax, certified mail, direct delivery, regular mail, or in person, to the owner, landlord or property manager prior to the inspection date. If the notice is sent via regular mail, the notice will be deemed received three (3) days after deposit of the notice with the United States Postal Service. Notice will include an inspection checklist, outlining the minimum requirements to maintain a Rental Dwelling Unit in compliance with the ordinance. All Rental Dwelling Units may be inspected initially, or more-frequently if the Inspector determines the property poses a risk of health and safety to its tenants or occupants.
- 4) Upon completion of the inspection, the Inspector will provide the property owner with a copy of the Inspection Report listing all violations encountered if any and a reasonable amount of time for compliance.
- 5) A free re-inspections is due to occur after the time allotted for compliance has expired.
- 6) If compliance has not been gained after the 1st Re-Inspection, the owner will incur a \$75.00 fee for the second Re-Inspection, If compliance has not been met after the second Re-Inspection, all subsequent Re-Inspection(s), shall be \$150.00.
- 7) Failure to comply with Renter's Registration and Inspection Guidelines could result in citations, fines and/or court visits.

TENANTS

What You Should Know – Before Renting

When looking for a home, use these tools to check for the following:

- ❖ Flashlight
- ❖ Light bulb
- ❖ Hair dryer
- ❖ Pen/pencil and notepad

ELECTRICAL

- ❖ Turn on each light switch to ensure they work.
- ❖ If there is no bulb in the socket use the one you brought along.
- ❖ Check every plug by plugging in your hair dryer.
- ❖ Make a note of everything that does not work.

PLUMBING

- ❖ Turn on the sink and tub faucets to see if they work or leak.
- ❖ Flush toilets, be sure to check for leaks along the base of the toilet.
- ❖ Be sure drains are operating properly.
- ❖ Check the water heater.

HEATING & AIR CONDITIONING

- ❖ Check heating and air conditioning – look for a clean filter and avoid highly musty smelling units.
- ❖ Adjust the thermostat up and down to be sure it works.

CEILINGS/WALLS/DOORS

- ❖ Look up – are there water stains and/or cracks.
- ❖ Look behind doors and open and close them to be sure they work.

SAFETY

- ❖ Check for smoke detectors.
- ❖ Make sure doors close and lock properly.

RODENTS/INSECTS

- ❖ Open cabinets and closets – shine in flashlight to check for roaches or rodents.
- ❖ Look for droppings and mouse holes in cabinets and closets.

What You Should Know – Before Renting - Cont'

WINDOWS

- ❖ Check for screens and locks on each window.
- ❖ Check to make sure the window is not blocked.
- ❖ Press gently against windows to ensure they are securely in place not loose or broken.

SUMMARY

- ❖ Think carefully of all of the things you saw while inspecting the house and consider all of your options. Serious problems could affect your health and safety.
- ❖ Give the landlord a list of corrections and ask for the repairs to be put in writing.

Do's & Don'ts of Being a Tenant in Ennis

While a property owner is responsible for many maintenance items, the tenant needs to be aware of what they should and should not do as well.

Fire Safety

- ❖ Do NOT tamper with smoke detectors.
- ❖ Do NOT have piles of trash on your property. This could be a fire hazard
- ❖ DO test your smoke detector regularly.
- ❖ DO keep your property clear of obstructions that may catch fire or hinder your safety in fleeing a fire.

Cleanliness

- ❖ DO keep your rental home or unit clean and sanitary. It keeps away rodents, insects, mosquitos, snakes and other wildlife. It also keeps your neighbors happy!
- ❖ DO keep your trash in garbage containers and dumpsters.
- ❖ DO properly maintain your appliances, fixtures, and A/C unit.

Respect Your Neighbors

- ❖ DO mow your lawn regularly. Remember that grass and/or weeds that are 12-inches or higher is a violation of city ordinance.
- ❖ DO remember that excessive noise/construction noise is not allowed before 7am or after 6pm.
- ❖ DO look into Home Occupation regulations if you intend to operate a business from your home. There are storage, sign and other prohibitions you will need to know.
- ❖ DO NOT store appliances (i.e. refrigerators), trash, debris, rubbish, furniture, mattresses, etc... in the driveway, front yard, porch, backyard, or anywhere in public view.
- ❖ DO NOT park your vehicle(s) on the sidewalk, on the grass, or half on and off the curb/sidewalk.

Ken Paxton, Texas Attorney General

Tenant Rights

The relationship between Texas landlords and their tenants is governed by several statutes, particularly Chapter 92 of the Texas Property Code, and by various court rulings. However, the most important source of information about your relationship with your landlord is your rental agreement, whether it is written or oral.

Some landlords prefer oral agreements, but it is more common for them to require your signature on a written lease. Be sure to read the lease carefully before you sign it.

If you want to change a part of the lease, discuss it with the landlord. If the landlord agrees, the two of you should decide how you want to word the change, and then write it into the agreement. Both you and the landlord should then initial the change. For example, many standard leases prohibit pets, but your landlord may be willing to accept a pet if you put down extra money as security.

Peace and Quiet

Your rights as a tenant include the right to "quiet enjoyment," as it is called in the law. This means the landlord cannot evict you without cause or otherwise disturb your right to live in peace and quiet.

If other tenants in your building are disturbing you, you should complain to the landlord. The landlord has a duty to see that you are protected from other tenant's wrongful behavior. Of course, you may not disturb other tenants, either.

Except under certain circumstances and subject to certain conditions, a landlord may not interrupt utilities to a tenant unless the interruption results from bona fide repairs, construction, or an emergency.

Health and Safety

You have a right to demand that the landlord repair any condition that materially affects your health and safety. Under Texas law, by renting you the property, the landlord guarantees that the unit will be a fit place to live.

SB 1448 (81st Regular Session), effective January 1, 2010, now grants justices of the peace authority to order landlords to repair or remedy conditions affecting a tenant's health and safety, as long as the cost of the repair does not exceed \$10,000. Tenants can go to justice court without an attorney to obtain a repair order.

Under certain conditions, you and the landlord may have a written agreement that you will make needed repairs. The landlord does not have a duty to pay for or make repairs if you or your guests cause an unsafe or unhealthy condition through negligence, carelessness, abuse or accident—unless the condition resulted from "normal wear and tear."

Also, the landlord must provide smoke detectors. You may not waive that provision, and you may not disconnect or disable the smoke detector.

Security

Although there are some specific exceptions, under Texas law, a dwelling must be equipped with security devices such as window latches, keyed dead bolts on exterior doors, sliding door pin locks and sliding door handle latches or sliding door security bars, and door viewers.

These devices must be installed at the landlord's expense. If such devices are missing or are defective, you have the right to request their installation or repair.

If You Have Problems

If the landlord won't make repairs needed to protect your health, safety, or security, and you follow the procedures required by law, you may be entitled to:

- End the lease;
- Have the problem repaired and deduct the cost of the repair from the rent; or
- File suit to force the landlord to make the repairs.

You MUST Follow These Steps:

1. Send the landlord a dated letter by certified mail, return receipt requested, or by registered mail, outlining the needed repairs. You may also deliver the letter in person. Keep a copy of the letter. Be sure that your rent is current when the notice is received.
2. Your landlord should make a diligent effort to repair the problem within a reasonable time after receipt of the notice. The law presumes seven days to be a reasonable time, but the landlord can rebut this presumption. If the landlord has not made a diligent effort to complete the repair within seven days and you did not have the first notice letter delivered to your landlord via certified mail, return receipt requested, or via registered mail, you will need to send a second notice letter regarding the needed repairs.
3. If the landlord still has not made diligent efforts to repair the problem within a reasonable time after receipt of the notice letter sent by certified mail, return receipt requested or by registered mail, you **may** be entitled to terminate the lease, repair the problem and deduct the cost from your rent, or get a court to order that the repairs be made. You should **consult with an attorney** before taking any of these actions.

Under Texas law, it is illegal for a landlord to retaliate against you for complaining in good faith about necessary repairs for a period of six months from the date you made such a complaint. Of course, you can always be evicted if you fail to pay your rent on time, threaten the safety of the landlord or intentionally damage the property.

You do not have a right to withhold rent because the landlord fails to make repairs when the condition needing repair does not materially affect your health and safety. If you try this method, the landlord may file suit against you.

Recovering Your Deposit. Most landlords require you to pay a security deposit to cover any repairs needed when you move out or to cover your failure to pay the last month's rent. By law, landlords cannot refuse to return the deposit without a valid reason.

Deductions for damages. Under Texas law, you must give the landlord a forwarding address and the landlord must return the deposit — less any amount deducted for damages — within 30 days. If the landlord withholds part or all of your deposit, he or she must give you an itemized list of deductions with a description of the damages.

Normal wear and tear. The landlord may not charge you for normal wear and tear on the premises and may only charge for actual abnormal damage. For example, if the carpet simply becomes more worn because you and your guests walked on it for a year, the landlord may not charge you for a new carpet. If your water bed leaks and the carpet becomes mildewed as a result, you may be charged.

Advance notice requirements. You should check your rental agreement to see if it requires you to give the landlord advance notice that you are moving. Many leases require 30 days notice as a condition of returning your deposit.

If you give your landlord your new address in writing and you do not receive your deposit or an explanation within 30 days of your departure, contact the landlord. If you cannot resolve the problem satisfactorily, you may wish to consult an attorney. You can also contact the Better Business Bureau or your local tenant's council. You can also file a complaint with this office.

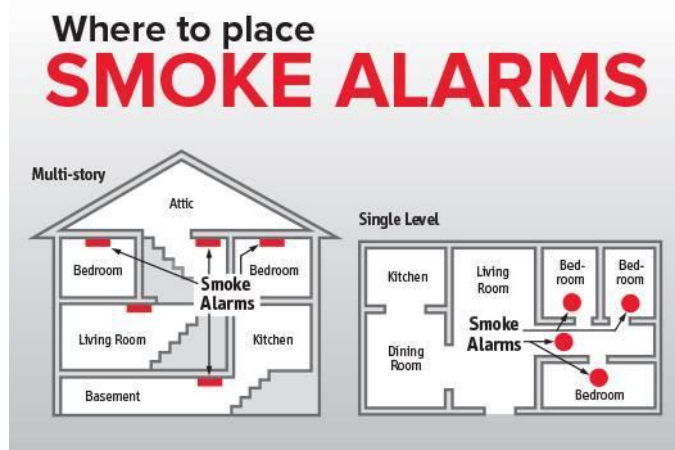
Tenant Resources:

- TexasLawHelp.org
- [Texas State Bar Handbook](#)
- [Texas Tenant Advisor](#)
- [Texas Tenants' Union](#)
- <https://www.texasattorneygeneral.gov/cpd/tenant-rights>
- Consumer Protection Agency – (800) 422-7128

INSPECTOR'S CHECKLIST

Building (Exterior)	Exterior (circle)	Interior (circle)	Point Value	Total Points
1. Walls, Chimneys, Foundation	In Out Cos		2	
2. Stairs, Handrails, Guardrails	In Out Cos		2	
3. Carport, Accessory Structure(s)	In Out Cos		2	
4. Means of Egress and Ingress	In Out Cos		3	
5. Doors, Windows, Shutters, Screens	In Out Cos		3	
6. Paint, Wood, Siding, Trim	In Out Cos		4	
7. Roof, Soffits, Fascia, Flashing, Gutters, Down Spouts	In Out Cos		4	
Building & Occupancy (Interior)	Exterior (circle)	Interior (circle)	Point Value	Total Points
1. Floors & Floor Coverings		In Out Cos	1	
2. Proper/Operable Ventilation		In Out Cos	1	
3. Ceilings & Walls		In Out Cos	2	
4. Sanitary Conditions		In Out Cos	2	
5. Stairs, Handrails, Guardrails		In Out Cos	2	
6. Doors & Windows		In Out Cos	2	
7. Adequate Access to Habitable Spaces		In Out Cos	3	
8. Smoke Detectors and/or Carbon Monoxide Detectors (when required) present		In Out Cos	4	
9. Adequate Floor Area per Occupant		In Out Cos	4	
10. Rodent or Insect Infestation Present		In Out Cos	4	
Property Maintenance	Exterior (circle)	Interior (circle)	Point Value	Total Points
1. Address Numbering	In Out Cos		1	
2. Improper Drainage, Standing Water	In Out Cos		1	

3. Pools, Pool Equipment	In Out Cos		2	
4. JMV, Parking Violation(s)	In Out Cos		2	
5. Unkept Vegetation	In Out Cos		2	
6. Fence, Screening and/or Retaining Walls	In Out Cos		3	
7. Open Storage of Hazardous/ Combustible Chemicals	In Out Cos		4	
Electrical	Exterior (circle)	Interior (circle)	Point Value	Total Points
1. Condition/Protection of Wiring of Appliances	In Out Cos	In Out Cos	2	
2. Condition/Protection of Light Fixtures, Switches and Receptacles	In Out Cos	In Out Cos	2	
3. Condition/Protection of Wiring	In Out Cos	In Out Cos	3	
4. Condition of Electrical Panels, Junction Boxes	In Out Cos	In Out Cos	3	
Plumbing & Mechanical	Exterior (circle)	Interior (circle)	Point Value	Total Points
1. Condition of Vent Hood Screen	In Out Cos	In Out Cos	1	
2. Condition of Clean Outs	In Out Cos	In Out Cos	2	
3. Condition & Connection Appliances	In Out Cos	In Out Cos	3	
4. Condition of Plumbing Fixtures	In Out Cos	In Out Cos	4	
Heating & Air Conditioning	Exterior (circle)	Interior (circle)	Point Value	Total Points
1. Condition of Flute Pipes	In Out Cos	In Out Cos	2	
2. Condition of Filters & Condensate Drains	In Out Cos	In Out Cos	2	
3. Condition & Protection of Wiring & Gas Connections	In Out Cos	In Out Cos	3	
4. Heating & Air Conditioning (Functioning)	In Out Cos	In Out Cos	3	
Water Heaters	Exterior (circle)	Interior (circle)	Point Value	Total Points
1. Water Supply	In Out Cos	In Out Cos	1	
2. Combustion Air	In Out Cos	In Out Cos	2	
3. Condition of Flue Pipes	In Out Cos	In Out Cos	2	
4. Temperature/Pressure Relief Valve	In Out Cos	In Out Cos	2	
5. Condition & Protection of Wiring & Gas Connections	In Out Cos	In Out Cos	3	



FREQUENTLY ASKED QUESTIONS (FAQ's)

Q1. When will the Renter's Registration and Inspection Program begin?

The ordinance was taken to the City Commission in the Fall 2018. The City Commission approved the formation of a Rental Dwelling Unit Ordinance Committee consisting of 7 members (*property owners, property managers, tenants and one City Staff member*) appointed by the City Commission to review the initial ordinance proposal presented by City Staff for changes and/ or modifications and to report back to the City Commission the suggested recommendations. The City Commission approved the ordinance on July 17, 2018 and it becomes effective one year later on July 17, 2019. During this time City Staff will be working on implementation procedures and hosting open public forums regarding the requirements of the ordinance and etc.

Q2. Why did the City adopt a RRI Program?

To address the needs of an aging housing stock in Ennis as well as address complaints which are regularly received by the City regarding housing structures in disrepair.

Q3. Does this program apply to all rental properties?

Yes. This program applies to all single-family, two-family/duplex, multi-family, townhomes, and rented manufactured homes which are rental properties.

Q4. Do I have to register AND have my rental property inspected each year?

Yes, the property owner must register annually. Inspections are conducted at random and on a complaint basis.

Q5. Are there any exceptions?

Yes, not included are premises that are inspected by a State or Federal governmental entity for compliance with the provisions of any State or Federal law or regulation regulating the fitness of said premises for human habitation if at least 50% of the dwelling units of the premises are subject to said State or Federal law or regulations. **For additional detail see Rental Dwelling Unit of the Ordinance # 18-0717-05 Sec. 10-350. - Definitions.**

Q6. What happens if I fail to register my property?

Each violation of Ordinance # 18-0717-05 is punishable up to \$500, each day the violation occurs and each day can be determined a separate offense. Your property will also begin to accrue late charges; 1st month \$150.00 and each month thereafter \$50.00 per month.

Q7. Do I have to schedule the inspection or is the inspection unannounced?

No, City inspection staff will randomly inspect interior and exterior areas of Rental Dwelling Units within the City. Owners of each rental dwelling unit will receive an inspection checklist and be provided 72 hours advanced notification that their rental dwelling unit(s) has been selected for inspection stating the approximate date and time of the inspection.

Q8. Who is responsible for paying the registration and inspection fee?

The City will require the property owner to pay the fees; however, payment will be accepted from anyone.

Q9. Will the Inspector inspect the interior of my rental property?

Yes. Page 10 of the Registration Packet contains the **Inspector's** Checklist.

Q10. If I've retained a property management company, will the City contact me directly or will they contact my property management company?

Rental Registration Applications request a **PRIMARY CONTACT NAME** and **PHONE NUMBER**. It is up to the property owner on who should be the primary contact person regarding the property.

Q11. Do I have to get permit(s) for repairs to the property?

Only if the repairs are structural, electrical, plumbing/sewer, and mechanical/HVAC. For example the following would apply: foundation repairs, room additions/deletions, garage conversions, carports, sheds, air conditioner repairs, plumbing or sewer repairs, installation of a sprinkler system or pool, fence installation or repair. Please contact the Inspections Department at 972-875-6442 if you are not sure if you need a permit.

Q12. Can demolition or construction begin without a permit?

No. It is important that no work begins until the Inspections Department have reviewed the plans and determined that they meet the necessary building codes.

Q13. I've owned a rental property in Ennis for years – AM I GRANDFATHERED and exempt from the new ordinance?

No. All rental properties are subject to these regulations.

Q14. Does someone have to be present during the inspection?

Yes. Our City **Inspectors** will require the tenant, property owner or other representative to be present throughout the inspection.

Q15. What if I have Code Enforcement violations? Do they have to comply also?

Yes, code violations must comply with City regulations. This includes tall grass, junk, debris, junk vehicles, swimming pools, etc...

RENTAL PERMIT APPLICATION FORM:

RESIDENTIAL RENTAL PROPERTY

This application is for property owners who maintain or operate rental dwelling unit(s) within Ennis city limits.



Department of Health Services
105 South Preston Street
Ennis, TX 75119
Phone: 972-875-6444
Fax: 972-875-8540

Rental Dwelling Unit: The term include, but is not limited to; a single family or multi-family dwelling unit, duplex unit, triplex, quadruplex, town house, condominium, apartment, or a portion thereof that is rented or offered for rent as a residence. Any room or group of rooms providing complete, independent living facilities for the occupants thereof and occupied, or which is intended or designed to be occupied, as the home or residence of one individual, group of individuals, family or household, including permanent provisions for living, sleeping, eating, cooking and sanitation qualifies as a rental dwelling unit.

Rental Permit Fee Rate Table:

Single - Family Dwelling Units \$20.00/ Per Unit Annually
Duplexes – Per Building \$20.00/ Per Unit Annually
Multi – Family Dwelling (3+ Units) – Per Unit \$15.00/ Per Unit Annually
Initial Late Registration 1st month \$150.00
Late Registration each month thereafter the initial late fee charge \$50.00
Initial Inspection NO CHARGE
1st Re-inspection NO CHARGE
2nd Re-Inspection \$75.00
Subsequent Re-Inspection(s) \$150.00

RENTAL LICENSE AMOUNT DUE:

Rental Property Information

Property Name:				Number of Units:	
Address:					
Mailing Address:					
Business Phone:		Fax Number:			
E-mail:					
Website:					
Emergency Contact:		Emergency Phone:			

Owner/ Partnership/ Corporation/ Local Agent Information

Name:				
Address:				
Mailing Address:				
Home Phone:		Cell Phone:		
Email:		Fax:		

By typing my name, I agree and understand that:

- All information is true, correct and complete based on all information of which I have knowledge. I understand that falsifying any information on this application may result in revocation of the rental permit.
- The rental permit is a separate application and not in lieu of or approval for any other licenses or permits which may be required.
- The rental property shall comply with all Federal, State and Municipal laws.
- The rental property may receive notification of/is subject to random mandatory inspection by the City's Designated City Official (DCO).

Property Owner/Rep: _____ Date: _____

SUBMITTAL

Online Submittal

Email application to: healthdept@ennistx.gov
Once the application is processed, you will be sent a link and account number for online payment.

Regular Mail/ In Person

Mail or Deliver complete application and Payment to:
City of Ennis – Utilities Service Counter
115 W. Brown St. Ennis, TX 75120 (City Hall)
Phone: 972-875-1234

Page 13 of 11

OFFICE USE ONLY:

Rental Permit#

Amount Paid: _____ Cash/ ☐ Check/ ☐